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10 Attorneys for Plaintiff
Jeffrey Lynn Holtan

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

15 JEFFREY LYNN HOLTAN,
16 Plaintiff,
17 vs.
18 KILOLO KIJAKAZI,
Acting Commissioner of Social
Security,
19 Defendant.
20) Case No.: 2:22-cv-01222-VCF
21)
22) STIPULATION AND PROPOSED
23) ORDER FOR THE AWARD AND
24) PAYMENT OF ATTORNEY FEES
25) AND EXPENSES PURSUANT TO
26) THE EQUAL ACCESS TO JUSTICE
27) ACT, 28 U.S.C. § 2412(d) AND
28) COSTS PURSUANT TO 28 U.S.C. §
29) 1920
30)
31)

22 TO THE HONORABLE CAM FERENBACH, MAGISTRATE JUDGE OF
23 THE DISTRICT COURT:

24 IT IS HEREBY STIPULATED, by and between the parties through their
25 undersigned counsel, subject to the approval of the Court, that Jeffrey Lynn Holtan
26 be awarded attorney fees and expenses in the amount of THIRTY SEVEN

1 HUNDRED dollars (\$3,700.00) under the Equal Access to Justice Act (EAJA), 28
 2 U.S.C. § 2412(d), and no costs under 28 U.S.C. § 1920. This amount represents
 3 compensation for all legal services rendered on behalf of Plaintiff by counsel in
 4 connection with this civil action, in accordance with 28 U.S.C. §§ 1920; 2412(d).

5 After the Court issues an order for EAJA fees to Jeffrey Lynn Holtan, the
 6 government will consider the matter of Jeffrey Lynn Holtan's assignment of EAJA
 7 fees to Marc Kalagian. The retainer agreement containing the assignment is
 8 attached as exhibit 1. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010),
 9 the ability to honor the assignment will depend on whether the fees are subject to
 10 any offset allowed under the United States Department of the Treasury's Offset
 11 Program. After the order for EAJA fees is entered, the government will determine
 12 whether they are subject to any offset.

13 Fees shall be made payable to Jeffrey Lynn Holtan, but if the Department of
 14 the Treasury determines that Jeffrey Lynn Holtan does not owe a federal debt, then
 15 the government shall cause the payment of fees, expenses and costs to be made
 16 directly to Law Offices of Lawrence D. Rohlwing, Inc., CPC, pursuant to the
 17 assignment executed by Jeffrey Lynn Holtan.¹ Any payments made shall be
 18 delivered to Marc Kalagian.

19 This stipulation constitutes a compromise settlement of Jeffrey Lynn
 20 Holtan's request for EAJA attorney fees, and does not constitute an admission of
 21 liability on the part of Defendant under the EAJA or otherwise. Payment of the
 22 agreed amount shall constitute a complete release from, and bar to, any and all
 23 claims that Jeffrey Lynn Holtan and/or Marc Kalagian including Law Offices of
 24

25 ¹ The parties do not stipulate whether counsel for the plaintiff has a cognizable lien
 26 under federal law against the recovery of EAJA fees that survives the Treasury
 Offset Program.

1 Lawrence D. Rohlwing, Inc., CPC may have relating to EAJA attorney fees in
2 connection with this action.

3 This award is without prejudice to the rights of Marc Kalagian and/or the
4 Law Offices of Lawrence D. Rohlwing, Inc., CPC to seek Social Security Act
5 attorney fees under 42 U.S.C. § 406(b), subject to the savings clause provisions of
6 the EAJA.

7 DATE: April 13, 2023 Respectfully submitted,

8 LAW OFFICES OF LAWRENCE D. ROHLFING, INC., CPC

9 */s/ Marc V. Kalagian*

10 BY:

11 Marc V. Kalagian
Attorney for plaintiff
12 JEFFREY LYNN HOLTAN

13 DATE: April 13, 2023

JASON M. FRIERSON
United States Attorney

14
15 */s/ Julie Cummings*

16 JULIE CUMMINGS
17 Special Assistant United States Attorney
18 Attorneys for Defendant
KILOLO KIJAKAZI, Acting Commissioner of
Social Security (Per e-mail authorization)

20 ORDER

21 Approved and so ordered:

22 DATE: 4-17-2023

23 
24 THE HONORABLE CAM FERENBACH
25 UNITED STATES MAGISTRATE JUDGE

26

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12631 East Imperial Highway, Suite C-115, Santa Fe Springs, California 90670.

6 On this day of April 14, 2023, I served the foregoing document described as
7 STIPULATION FOR THE AWARD AND PAYMENT OF ATTORNEY FEES
8 AND EXPENSES PURSUANT TO THE EQUAL ACCESS TO JUSTICE ACT,
9 28 U.S.C. § 2412(d) AND COSTS PURSUANT TO 28 U.S.C. § 1920 on the
10 interested parties in this action by placing a true copy thereof enclosed in a sealed
11 envelope addressed as follows:

12 Mr. Jeffrey Lynn Holtan
3589 E. Hacienda Ave.
13 Las Vegas, NV 89120

14 I caused such envelope with postage thereon fully prepaid to be placed in the
15 United States mail at Santa Fe Springs, California.

16 I declare under penalty of perjury under the laws of the State of California
17 that the above is true and correct.

18 I declare that I am employed in the office of a member of this court at whose
19 direction the service was made.

Marc V. Kalagian _____
TYPE OR PRINT NAME

/S/ Marc V. Kalagian _____
SIGNATURE

**CERTIFICATE OF SERVICE
FOR CASE NUMBER 2:22-CV-01222-VCF**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for this court by using the CM/ECF system on April 14, 2023.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system, except the plaintiff served herewith by mail.

/s/ Marc V. Kalagian

Marc V. Kalagian
Attorneys for Plaintiff

SOCIAL SECURITY REPRESENTATION AGREEMENT FEB 09 2022

This agreement was made on December 28, 2021, by and between the Law Offices of Lawrence D. Rohlfing referred to as attorney and **Mr. Jeffrey Lynn Holtan, S.S.N. -6595**, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlfing to represent Claimant as Mr. Jeffrey Lynn Holtan's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the past due benefits awarded by the Social Security Administration to the claimant and auxiliary beneficiaries or \$6,000.00, whichever is smaller**, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶¶ 3 and 4.

3. The provisions of ¶ 2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is **a separate 25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for that particular work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed, and Attorney shall file a fee petition for such services.

7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.

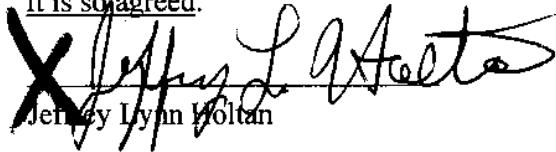
8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to James T. Crytzer, not to exceed 25% of fees.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.

It is so agreed.



Jeffrey Lynn Holtan

ISI Lawrence D. Rohlfing

Law Offices of Lawrence D. Rohlfing

Lawrence D Rohlfing

/s/ Marc V. Kalagian